



BID NO.: 7459-2/07-OTR

**OPENING: 2:00 P.M., WEDNESDAY
OCTOBER 29, 2003**

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE

**TRANSIT PERFORMANCE AUDIT SERVICES FOR MIAMI DADE TRANSIT FOR A
TWO (2) YEAR PERIOD WITH OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS**

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:	
CATALOGUE AND LISTS:	
CERTIFICATE OF COMPETENCY:	SEE SECTION 2.0, PARA. 2.25
EQUIPMENT LIST:	
INDEMNIFICATION/INSURANCE:	SEE SECTION 2.0, PARA; 2.11
LIVING WAGE	
PRE-BID CONFERENCE/WALK-THRU:	SEE SECTION 2.0, PARA. 2.3
RACE-CONSCIOUSNESS MEASURE:	SEE SECTION 2.0, PARA. 2.2
SAMPLES/INFORMATION SHEETS:	
SECTION 3 – MDHA:	
SITE VISIT/AFFIDAVIT:	
SURCHARGE FEE:	
WRITTEN WARRANTY:	

FOR INFORMATION CONTACT:

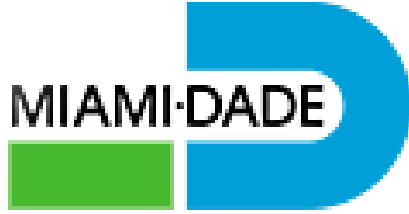
SHERRY Y. CROCKETT @ (305) 375-4693

IMPORTANT NOTICE TO BIDDERS

N/A

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
BIDS AND CONTRACTS DIVISION**

**FAILURE TO SIGN PAGE 14 OF SECTION 4.0, BID SUBMITTAL FORM
WILL RENDER YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 7459-2/07-OTR

Title: Transit Performance Audit Services

Procurement Agent: Sherry Y. Crockett

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.

SECTION 1 GENERAL TERMS AND CONDITION

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management, Bids and Contracts Division.

Enrolled Vendor – EFFECTIVE JULY 8, 2002, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Information Center at 111 N.W. 1st Street, Suite 112, Miami, FL 33128, Phone 305-375-5773. EFFECTIVE JULY 1, 2002, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 175 N.W. 1st Avenue, 28th Floor, Miami, FL 33123-1844, or telephone at 305-349-5960. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Bids and Contracts Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Information Center, located in the lobby of the Stephen P. Clarke Center at 111 N.W. 1st Street, Miami, FL. In

becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award

recommendation has been forwarded to the appropriate authority are under the “Cone of Silence”. Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder’s facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.

2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder’s responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed “Acknowledgment of Addenda” form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders’ Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder’s offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder’s firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked “Alternate Bid”.
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Bids and Contracts Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the successful Bidder(s) in writing of such extensions.
- B. This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the successful Bidder(s).

1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this Bid Solicitation. Estimates are based on the County's actual needs and/or usage during a previous contract period. The County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described at Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein.

However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

"Local Preference may be accorded to bidders (proposers) responding to this solicitation who qualify as a local business in accordance with Section 2-8.5 of the Miami-Dade County Code and Resolution No. R-514-02."

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

- In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
- C. For award recommendations greater than \$100,000 the following shall apply:
When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.
- D. For award recommendations from \$25,000 to \$100,000 the following shall apply:
Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract.

Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All reprocurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26. OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the

contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

SECTION 2.0 SPECIAL CONDITIONS**TRANSIT PERFORMANCE AUDIT SERVICES****2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR A COUNTY DEPARTMENT**

The purpose of this Invitation to Bid is to establish a contract for Transit Performance Audit Services as described in Section 3 of this solicitation in conjunction with the needs of Miami Dade Transit on an as needed when needed basis.

2.2 RACE/ETHNICITY/GENDER CONTRACT MEASURES

This contract includes Participation Provisions for Certified Black Business Enterprises (BBE's) and/or Certified Hispanic Business Enterprises (HBE's) and/or Certified Women Business Enterprises (WBE's) as indicated in Appendix A of this Bid/Proposal solicitation.

2.2 PRE-BID CONFERENCE (RECOMMENDED):

A pre-bid conference will be held on Wednesday, October 15, 2003 at 10:30 am at the Stephen P. Clark Center, 111 N.W. 1st Street, Suite 1300 in conference room B to discuss proposed specifications. It is recommended that a representative of the firm attend in order to become familiar with the bid specifications. Bidders are requested to bring this Invitation to Bid package to the conference.

2.4 TERM OF CONTRACT: TWO (2) YEARS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Bids & Contracts Division; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for two (2) years and upon completion of the expressed and/or implied warranty period.

2.5 OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS (With Price Adjustment)

The prices for a two year period from effective date shall be consistent with the provisions outlined in section 2.7 of these special terms and conditions; at which time Miami-Dade County shall have the option to renew for an additional two years on a year to year basis. At that time Miami-Dade County will consider an adjustment to price based on CPI, All Item, Wage earners Miami/Ft. Lauderdale. It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidder based on such price adjustments. Continuation of the contract beyond the initial period is a County prerogative; not a right of the bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

In the event that the bidder declines the County's right to exercise the option period, the County will consider the successful bidder in default and affect its eligibility for future contracts.

2.6 **METHOD OF AWARD TO A SINGLE BIDDER: (Single Item)**

Award of this contract will be made to the lowest responsive, responsible bidder which meet the experience criteria described in paragraph 2.25.

2.7 **PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

If the bidder is awarded a contract under this bid solicitation, the prices proposed by the bidder shall remain fixed and firm during the initial term of contract, with subsequent adjustments per the conditions set forth in provision 2.5 of this solicitation.

2.8 **INTENTIONALLY OMITTED**

2.9 **INTENTIONALLY OMITTED**

2.10 **INTENTIONALLY OMITTED**

2.11 **INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Invitation To Bid, the Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Bidder fails to submit the required insurance documents in the manner prescribed in this Invitation To Bid within twenty (20) calendar days after Board of Commission approval, the Bidder shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder may be prohibited from submitting future Proposal to the County in accordance with Section 1.24 of the General Terms and Conditions.

The Bidder shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the Bidder in accordance with Section 2.5 of the Special Conditions. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired

certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the Invitation To Bid; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Bidder in accordance with Section 1.24 of the General Terms and Conditions.

**Department of Procurement Management
Bids and Contracts Division
111 NW 1st Street, Suite 1300
Miami, Florida 33128-1989**

2.12 **INTENTIONALLY OMITTED**

2.13 **INTENTIONALLY OMITTED**

2.14 **INTENTIONALLY OMITTED**

2.15 **METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICE RENDERED**

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment, contractor may be considered in default of contract and its contract may be terminated.

2.16 **INTENTIONALLY OMITTED**2.17 **WORK SHALL BE COMPLETED WITHIN 15 DAYS AFTER ORDER IS PLACED BY THE COUNTY**

The vendor shall begin work within 15 calendar days after the date that the notice to process is issued by the Department. All work shall be made in accordance with good commercial practice and shall be adhered to by the vendor; except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the delivery date so that a revised completion schedule can be negotiated.

Should the vendor to whom the contract is awarded fail to perform in the number of days as stated in its proposal, the County reserves the right to cancel the contract after any back order period which is specified in the Special Conditions has lapsed. If the contract is cancelled, it is hereby understood and agreed that the County has the authority to contract the work elsewhere and to charge the vendor with any re-procurement costs.

2.18 **INTENTIONALLY OMITTED**2.19 **INTENTIONALLY OMITTED**2.20 **CONTACT PERSONS:**

For any additional information regarding the specifications and requirements of this contract, Contact: Ms. Sherry Y. Crockett at 305-375-4693.

2.21 COUNTY USER ACCESS PROGRAM (UAP)**User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph _____ of this contract solicitation and the resulting contract.

2.22 INTENTIONALLY OMITTED**2.23 INTENTIONALLY OMITTED**

2.24 WORK ACCEPTANCE:

Projects will be inspected by an authorized representative of the Department. This inspection shall be performed to determine acceptance of work, and appropriate invoicing.

2.25 ORGANIZATION AND STAFF QUALIFICATIONS AND EXPERIENCE

1. All vendors shall provide (with their initial bid) documented evidence that they have performed, within the last three years, at least 3 performance audits of a nature similar to the effort required under this bid and resultant contract. To be considered similar, these previous audits must have been performed in support of public transit operations. This stated level of experience establishes the minimum qualifications for a firm to be considered for award.
2. Identify the types of individuals who will be responsible for the performance audit by providing a detailed sample resume with their initial bid. This resume shall describe the qualifications of the personnel who will be assigned by the vendor to perform the required audit efforts. To be considered for award, vendors must be able to substantiate that the personnel that the vendor will assign to the audit effort have performed similar services for a period of not less than three years. All personnel employed by the vendor during the performance of work under the project shall have an experience level that meets or exceeds the qualifications set forth in the sample resume submitted by the vendor.
3. The County, acting in its best interests, retains the right to allow a vendor to submit the above or supplemental qualifying information during the bid evaluation period.

**2.26 PURCHASE OF OTHER ITEMS NOT LISTED ON THIS BID SOLICITATION
BASED ON PRICE QUOTES:**

While the County has listed all major items on the bid solicitation which are utilized by County departments in conjunction with its operations, there may be other audit services that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the other audit services. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these other audit services to the primary contract vendor, another contract vendor based on the lowest price quote or to bid the items through a separate solicitation.

SECTION 3.0 TECHNICAL SPECIFICATIONS**TRANSIT PERFORMANCE AUDIT SERVICES****3.1 PURPOSE**

To provide the supervision, labor, and equipment to perform Transit Performance Auditing Services as required by the Miami Dade Transit Department.

3.2 SCOPE OF WORK

Function as a passenger on selected bus routes to evaluate Transit Operator's performance. Audits shall be conducted four times per year in three-month intervals. An individual audit is defined as assessment of services, as further described below, on twelve complete Metrobus routes in segments of five announced stops. The individual performing the audit will not remain on the same bus being driven by the same driver for more than five announced stops. The purpose of the audit is to conduct, without alerting or advising the driver, an evaluation of the:

- A. Operators' s adherence to the Federal Transit Administration (FTA)/ Department of Transportation (DOT) requirements including compliance with the Americans with Disabilities Act (ADA), stop announcements (interior announcements), and route identification number/name (exterior announcements) requirements; and,
- B. Other identified Miami-Dade Transit (MDT) Metrobus System's obligations.

3.3 ROUTE INFORMATION

- A. Number of Routes to be assessed: Each audit will involve twelve (12) full routes consisting of no more than 235 announced stops and route identification number/names. The vendor will be provided the list of routes to be audited each quarter by the MDT ADA Project Manager.
- B. Sampling to be performed in segments of five announced stops along the identified route.
- C. Service area is Miami-Dade County.
- D. Trips to be scheduled to allow up to one hour between segments.

3.4 SURVEY REPORTING

- A. Performance audit reports shall be submitted using the Operator Performance Forms. Forms will be provided by the Department Project Manager. The vendor personnel performing the audit shall ride the assigned vehicle as a regular or disabled passenger and, unobserved by the Bus Operator, shall complete the Operator Performance Form. The completed form shall be turned in or faxed to the Miami Dade Transit Project Manager @ 305-375-2997 by 12:00pm the day after the survey is conducted.
- B. An audit summary must be provided to the MDT ADA Administrator or Project Manager no later than one week after completion of the audit.

3.5 METROBUS AUDIT OBSERVATION

The vendor personnel performing the audit shall evaluate the following minimum performance:

- A. Schedule adherence.
- B. Fare collection.
- C. Transfer procedures.
- D. Customer/Operator relations.
- E. Bus Stop (ADA) announcements, including when vendor's personnel performing the audit are passengers using wheelchairs or portraying other passengers with disabilities.
- F. Vehicle condition and operation.
- G. Safety of operations.
- H. Unusual occurrence.
- I. Operator appearance and grooming.
- J. Boarding stop and signage condition.

3.6 FARE PAYMENT

The vendor personnel performing the audit shall be required to pay the proper fare for each trip segment.

3.7 EQUIPMENT & PERSONNEL

- A. The vendor shall ensure the provision of any and all wheelchairs required for the audit of wheelchair services.
- B. Thirty percent of the each individual audit shall be performed with a specific emphasis on the evaluation of support provided to persons with disabilities (those using wheelchairs and/or with visual impairments). The vendor personnel performing the audit shall therefore include at least two (2) persons with disabilities; one who uses a wheelchair and the other who has a visual impairment. Together, these personnel will perform and complete the required audit services for (not less than) 30% of the trip segments covered by each individual audit.
- C. The vendor shall ensure that the same personnel who provided audit services are subsequently available on an as-needed basis for possible future disciplinary hearings.

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983



OPENING: 2:00 P.M.
WEDNESDAY
October 29, 2003

INVITATION TO BID
SECTION 4.0
BID SUBMITTAL FORM

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
 MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued	DPM	Date Issued: 10/01/03	This Bid Submittal Consists
by:	Bids & Contracts Division		of Pages 11 through 14

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Bids and Contracts Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Proposal Requirement.

TRANSIT PERFORMANCE AUDIT SERVICES FOR MIAMI DADE
TRANSIT FOR A TWO (2) YEAR PERIOD WITH OPTION TO RENEW FOR
TWO (2) ADDITIONAL YEARS

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	UNRESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 946-20	
PROCUREMENT AGENT	SHERRY Y. CROCKETT

FIRM NAME: _____



RETURN THREE COPIES OF BID SUBMITTAL PAGES ONLY

**FAILURE TO SIGN PAGE 14 OF SECTION 4.0, BID SUBMITTAL FORM, WILL
 RENDER YOUR BID NON-RESPONSIVE**

BID PROPOSAL FOR:
TRANSIT PERFORMANCE AUDIT SERVICES

FIRM NAME: _____

ITEM	NUMBER OF AUDITS	DESCRIPTION	UNIT PRICE	TOTAL
------	---------------------	-------------	------------	-------

We propose to provide Transit Performance Audit Services for Miami-Dade Transit, all in accordance with Bid Provisions and Specifications as follows:

1. 8* Transit Performance Audit \$ _____ \$ _____

Is a list of past audits attached to initial bid?: Yes _____ No _____

Is/are sample resume(s) attached to the initial bid?: Yes _____ No _____

*** This quantity represents four individual audits per year for the initial two year term of the contract. Should fewer or greater individual audits be ordered by the County, the vendor will be paid only the unit price for each completed individual audit regardless of the actual number of audits actually ordered by the County**

BID SUBMITTAL FOR:
TRANSIT PERFORMANCE AUDIT SERVICES
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

**Bid Title: TRANSIT PERFORMANCE AUDIT SERVICES**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ **Place a check mark here to affirm compliance with this disclosure requirement.**

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?

Yes _____ No _____
and

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____-____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days
(Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____
(Signature of authorized agent)

Print Name: _____ Title: _____

Failure to sign this page shall render your Bid non-responsive.

**MIAMI-DADE COUNTY
FLORIDA
DEPARTMENT OF BUSINESS DEVELOPMENT**

**BLACK BUSINESS ENTERPRISE PROGRAM
(Ordinance 94-96 – A.O. 3-3)**

**HISPANIC BUSINESS ENTERPRISE PROGRAM
(Ordinance 94-95 – A.O. 3-17)**

**WOMEN BUSINESS ENTERPRISE PROGRAM
(Ordinance 94-94 – A.O. 3-18)**

PARTICIPATION PROVISIONS

**There are five (5) contract measures: Set-Asides, Subcontractor Goals,
Project Goals, Selection Factor and Bid Preference**

**THE CONTRACT MEASURE(S) APPLICABLE
TO THIS PROJECT:**

	BBE	HBE	WBE
Set-Aside			
Subcontractor Goals	%	%	%
Project Goals			
Bid Preference	X	X	X
Selection Factor			

**DEPARTMENT OF BUSINESS DEVELOPMENT
175 NW 1ST AVENUE, 28TH FLOOR
MIAMI, FLORIDA 33128
PHONE: (305) 349-5960 FAX: (305) 349-5915**

Revised November 2001

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A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereinafter referred to as "Provisions". These Provisions shall apply to every bid, request for proposals and contract to which a contract measure is applied. The phrase "BBE, and/or HBE, and/or WBE, as appropriate," means to apply the contract measures to this contract as indicated on the cover sheet. Only the contract measures and programs indicated on the cover sheet apply. For example: If the cover sheet indicates a 10% subcontractor goal for BBEs and a 20% subcontractor goal for WBEs, and no subcontractor goal for HBEs, then only BBE and WBE subcontractor goals would apply to this bid.

NOTE: THESE PROVISIONS ARE IN ADDITION TO FEDERAL REQUIREMENTS GOVERNING DISADVANTAGED BUSINESS ENTERPRISES.

1. "Approval Letter" means a document issued by DBD at the request of a BBE, and/or HBE, and/or WBE, as appropriate, or bidder that, based on the written representations of the BBE, and/or HBE, and/or WBE, as appropriate, or bidder, finds a specified activity or scope of work consistent with normal industry practice.
2. "Available" or "Availability" means to have, prior to bid submission, the ability to Provide goods or services under a contract, by having: reasonably estimated, uncommitted capacity; all necessary licenses, permits, registrations and certifications; the ability to obtain bonding that is reasonably required consistent with normal industry practice; and the ability to otherwise meet bid specifications.
3. "Bid" means a quotation, proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit a quotation, proposal, letter of interest or offer for a contract.
4. "Bidder" means any person, partnership, corporation or other business entity that submits a bid.
5. "Bid Preference" means an amount deducted from the total bid price in order to calculate the bid price to be used to evaluate the bid.
6. "Bid Price" means the amount of the bid in accordance with the method of award outlined in the bid document, where the award is based on price per item, price in the aggregate, price by group, price by zone, combination of award methods, or any other method defined within the bid document under review.
7. "Black" means a person who is a citizen or lawful resident of the United States and who has origins in any of the Black racial groups of Africa.
8. "Black Business Enterprise" or "BBE" means a firm that is owned and controlled by one or more Black individuals, has an actual place of business in Miami-Dade County, and is certified in accordance with Ordinance 94-96, and Administrative Order 3-3.
9. "BBE Selection Factor" means an element specified in bid documents that designates as one criteria for choosing among bids that the bidder is a non-BBE that demonstrates significant utilization of BBEs in accordance with Ordinance 94-96, is a BBE, or is a joint venture owned and controlled by a BBE.

"HBE Selection Factor" means an element specified in bid documents that designates as one criteria for choosing among bids that the bidder is a non-HBE that demonstrates significant utilization of HBEs in accordance with Ordinance 94-95, is a HBE, or is a joint venture owned and controlled by a HBE.

“WBE Selection Factor” means an element specified in bid documents that designates as one criteria for choosing among bids that the bidder is a non-WBE that demonstrates significant utilization of WBEs in accordance with Ordinance 94-94, is a WBE, or is a joint venture owned and controlled by a WBE.

10. “Board” means the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida.

11. “Broker” means an individual or business that acts as a contact for the purchase of goods or services from a supplier and transfers funds to a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, in a manner that does not add economic value to the purchase, except where such conduct is normal industry practice.

12. “Certification List” means a list maintained by the Department of Business Development that contain the names, addresses, and certification expiration date, of certified BBEs, and/or HBEs, and/or WBEs, as appropriate, sorted by trade, service, and/or commodity.

13. “Commercially Useful Function” means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of its contractual responsibilities by actually performing, managing, and supervising the work involved other than acting as a broker. The determination of whether an activity is a commercially useful function shall include the evaluation of the amount of work subcontracted, normal industry practices, the skills, qualifications, or expertise of the enterprise to perform the work, whether the business owner himself or herself performs, manages, and/or supervises the work involved, and other relevant factors.

14. “Compliance Monitor” means the Director of the Department of Business Development or his or her designee assigned to review compliance pursuant to Ordinances 94-96, 94-95, 94-94 and the Administrative Orders 3-3, 3-17, and 3-18.

15. “Contract” means an agreement proposed by County staff, or approved by the County Commission in any of the following classes:

- i. procurement of goods and services not included in the classes ~~b, c and d~~ below;
- ii. professional services including but not limited to accounting, legal, health care, consulting and management services;
- iii. contract does not mean an agreement to purchase, lease, or rent real property; grant leases, permits, or franchises; operate concession; or make grants.

16. “Contract Measure” means a set-aside, or a subcontract goal, or a project goal, or a bid preference, or a selection factor, singly or in any combination.

17. “Contracting Officer” means the person assigned under a contract, usually a Department Director or his or her designee, who has primary responsibility to monitor the contract and enforce contract requirements.

18. “County” means Miami-Dade County, Florida, a political subdivision of the State of Florida.

19. "Debar" means to exclude a vendor, its individual officers, its shareholders with significant interests, or its affiliated businesses from county contracting and subcontracting for a specified period of time, not to exceed five (5) years.
20. "DBD" means the Miami-Dade County Department of Business Development.
21. "Goods" mean any tangible product, material or supply that is not a service.
22. "Hispanic" means a person who is a citizen or lawful resident of the United States who has origins in Cuba, Mexico, Puerto Rico, Central or South America or other Spanish or Portuguese culture regardless of race.
23. "Hispanic Business Enterprise" or "HBE" means a business that is owned and controlled by one or more Hispanic individuals; has its principal place of business in Miami-Dade County; and is certified in accordance with Ordinance 94-95 and Administrative Order 3-17.
24. "Joint Venture" means an association of two or more persons, partnerships, corporations, other business entities or any combination of the above, at least one of which is a BBE, and/or HBE, and/or WBE, as appropriate, certified in accordance with the relevant ordinance, that is lawfully established to carry on a single business activity that is limited in scope and duration.
25. "Joint Venture Agreement" means a document submitted to DBD by a joint venture that provides information regarding the nature of the joint venture.
26. "Letter of Intent" means a letter signed by a subcontracting BBE, and/or HBE, and/or WBE, as appropriate, detailing the scope and dollar value of the work to be performed by the BBE, and/or HBE, and/or WBE, as appropriate, for the successful bidder on a contract with subcontractor goals.
27. "MDC" means Miami-Dade County, Florida.
28. "Owned and Controlled" means a business that is at least fifty one (51) percent owned by one or more Blacks, Hispanics or women, as appropriate, or in the case of a publicly owned business, at least fifty one (51) percent of the stock of which is owned by one or more Blacks, Hispanics or women, as appropriate, and whose management and daily business operations are controlled by one or more such individuals. The determination of whether an owner has demonstrated such control shall include an evaluation of the following: the owner's experience in the industry in which certification is sought; the owner's independence in making business policy and day to-day operational decisions; the owner's technical competency or knowledge of technical requirements in the industry in which certification is sought; and other relevant factors.
29. "DPM" means the Department of Procurement Management.
30. "Principal Place of Business" means the location at which the business records of the applicant concern are maintained and the location at which the individual who manages the day-to-day operations spends the majority of his or her working hours.
31. "Project Goal" means that a proportion of a total contract value stated as a percentage to be awarded to BBEs, and/or HBEs, and/or WBEs, as appropriate, in contracts that create a pool of qualified vendors from which the County selects pool members to perform the work of the contract.

32. "Review Committee" or "RC" means the committee established by the County Manager to review proposed projects for the application of contract measures.
33. "Schedule of Participation" means a form contained in the bid documents of a contract with goals on which bidders list at the time of bid submission all BBEs, and/or HBEs, and/or WBEs, as appropriate, to be used to meet the goal, the scope of work each will perform, including the goods or services to be provided, and the dollar value of such work.
34. "Services" mean maintenance, alteration, or repair of a public improvement and any performance of work offered for public or private consumption that does not consist primarily of goods.
35. "Set-Aside" means the designation of a given contract for competition solely among BBEs, and/or HBEs, and/or WBEs, as appropriate.
36. "Set-Aside List of Subcontractors" means a form contained in the bid documents of set-aside contracts for services identifying the work the bidder will perform with his own forces and, listing at time of bid submission, all subcontractors, the scope of work each will perform, including the services each will provide, and the dollar value of such work.
37. "Significant Utilization" means purchases of goods or services from BBEs, and/or HBEs, and/or WBEs, as appropriate, by a bidder in the preceding twenty-four (24) months that: were not required under governmental contract measures or Minority Business Enterprise Program; and were not a nominal amount relative to the bidder's purchases of goods and services in Miami-Dade County, the bidder's overall purchases of goods and services, and the availability of BBEs, and/or HBEs, and/or WBEs, as appropriate; and were pursuant to the bidder's systematic efforts to eliminate discrimination against BBEs, and/or HBEs, and/or WBEs, as appropriate, in its purchases of goods and services in Miami-Dade County.
38. "Subcontractor Goal" means a proportion of a total contract value stated as a percentage to be subcontracted to a BBE, and/or HBE, and/or WBE, as appropriate, to perform a commercially useful function.
39. "Successful Bidder" means the bidder to which the contract is awarded.
40. "Unavailability Certificate" means a document signed by a BBE, and/or HBE, and/or WBE, as appropriate, stating that the BBE, and/or HBE, and/or WBE, as appropriate, is not available to participate on a specific project at a specific time.
41. "Utilization Report" means a report completed by the successful bidder on a contract with goals and submitted monthly listing all work performed in the past month by the BBEs, and/or HBEs, and/or WBEs, as appropriate, identified on the Schedule of Participation and all expenditures made in the last month to the identified BBEs, and/or, HBEs, and/or WBEs, as appropriate.
42. "Voidable" means capable of being annulled.
43. "Women" mean persons of the female gender, regardless of race or ethnicity.
44. "Women Business Enterprise" or "WBE" means a business that is owned and controlled by one or more women, has its principal place of business in Miami-Dade County; and is certified in accordance with Ordinance 94-94 and Administrative Order 3-18.
45. "Work" means the provision of goods or services.

B. GENERAL INFORMATION

1. The bidder shall fully comply with these Provisions which implement Miami-Dade County Ordinances 94-94, 94-95, and 94-96 and Administrative Orders 3-3, 3-17 and 3-18, respectively.
2. Five individual contract measures are possible under the Black Business Enterprise Program (Ordinance 94-96 and Administrative Order 3-3), the Hispanic Business Enterprise Program (Ordinance 94-95 and Administrative Order 3-17) and the Women Business Enterprise Program (Ordinance 94-94 and Administrative Order 3-18): set-asides, subcontractor goals, project goals, bid preferences, and BBE, and/or HBE, and/or WBE, selection factors. While neither a bid preference nor a BBE, and/or HBE, and/or WBE, selection factor may be applied to a set-aside contract, contract measures may otherwise be used in combination with each other. For instance a set-aside contract for WBEs may also contain subcontractor goals for BBEs and HBEs. The contract measure(s) applicable to this contract is indicated on the cover sheet of these Provisions. MDC shall not award a contract to any bidder which it determines fails to comply with the applicable requirements of these Provisions.
3. In order to participate as a BBE, and/or HBE, and/or WBE, as appropriate, on this contract, a BBE, and/or HBE, and/or WBE, as appropriate, must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract in which the BBE, and/or HBE, and/or WBE, as appropriate, participates as a BBE, and/or HBE, and/or WBE.
4. MDC shall monitor the compliance of the successful Bidder with the requirements of these Provisions during the course of the work to be performed under the contract.
5. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained by contacting the Compliance Monitor at: Miami-Dade County Department of Business Development (DBD) at 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128 or by telephone at (305) 349-5960, facsimile (305) 349-5915.

C. CERTIFICATION

1. Attached as an example is a Certification List with a specified date. Certification Lists are updated and issued every two weeks. Bidders shall use the most recent Certification List available prior to bid opening. Certification lists may be obtained by contacting DBD at telephone number (305) 349-5960 during normal business hours or online at www.co.miami-dade.fl.us/dbd.
2. The firms on the Certification List will be identified by trade, commodity or service area. A BBE, and/or HBE, and/or WBE, as appropriate, must be certified in a trade, commodity, or service area in order to be eligible to participate as a BBE, and/or HBE, and/or WBE, as appropriate, on contracts in such trade, commodity or service area. In addition, vendors in order to be eligible to participate as a BBE, and/or HBE, and/or WBE subcontractor, as appropriate, must be certified in the trade, commodity or service area in which they are to perform work as a BBE, and/or HBE, and/or WBE subcontractor, as appropriate.
3. In order to participate as a BBE, and/or HBE, and/or WBE, as appropriate, on this contract, a BBE, and/or HBE, and/or WBE, as appropriate, must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract in which the BBE, and/or HBE, and/or WBE, as appropriate, participates as a BBE, and/or HBE, and/or WBE.

4. Joint Ventures. Only joint ventures approved by DBD in accordance with Administrative Orders 3-3, 3-17, and/or 3-18, as appropriate, are eligible to participate as joint ventures in the Program. Joint ventures must be lawfully established. The Black, Hispanic and/or woman member of the joint venture must be certified as a BBE, and/or HBE, and/or WBE, as appropriate, before the joint venture can be approved.

D. CONTRACT MEASURES

1. Set-Asides

a. Contracts that are set-aside and do not have subcontractor goals are for bidding solely among BBEs, and/or HBEs, and/or WBEs, as appropriate. A BBE, and/or HBE, and/or WBE, as appropriate, awarded a set-aside contract shall not transfer to a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, through subcontracting or otherwise, any part of the actual work of the contract unless these bid documents expressly and specifically require and/or permit such transfer as consistent with normal industry practice, or the BBE, and/or HBE, and/or WBE, as appropriate, requests and receives prior to bid award an approval letter from DBD.

b. Set-aside contracts with subcontractor goals require that subcontractor goals be met in areas specified in the Schedule of Participation. In areas not being used to meet a subcontractor goal the work is to be performed by the BBE, and/or HBE, and/or WBE for which the contract was set-aside. For example: a BBE set-aside with a 20% WBE subcontractor goal requires 20% of the work be performed by a WBE and the remaining work be performed by BBEs.

c. A BBE and/or HBE and/or WBE, as appropriate, that performs the work of the set-aside contract with its own forces may count such work towards reducing the BBE and/or HBE and/or WBE set-aside by one-hundred (100) percent.

d. Bidders on set-asides that cannot demonstrate their compliance with the requirements of the preceding paragraphs (D.)(1.) (a.) and (b.) shall be found to be in non-compliance with these Provisions.

e. Bidders on set-asides, to be eligible for award, shall submit upon request of the Compliance Monitor, a "Set-Aside List of Subcontractors" (Form No. DBD 104). Failure to submit the list and any relevant information the Compliance Monitor may request shall constitute non-compliance with these Provisions.

f. The following shall constitute non-compliance with these Provisions:

i. Submission of a Set-Aside List of Subcontractors that the bidder knew or should have known is incomplete or inaccurate; or

ii. Deviation from the list without the written approval of the Compliance Monitor.

2. Subcontractor Goals

a. The purpose of a Subcontractor Goal is to have portions of the work under the contract performed by available BBEs, and/or HBEs, and/or WBEs, as appropriate.

b. In contracts with subcontractor or projects goals for BBEs, and/or HBEs, and/or WBEs, as appropriate, a Black and/or Hispanic and/or Woman Business Enterprise certified in more than one

category shall be counted toward meeting the goal for one category only. The prime bidder shall declare at bid submission toward which subcontractor goal a business enterprise certified in more than one category shall count.

c. After a bid is advertised with a subcontractor or project goal, it may be reduced only with the approval of the County Commission, or if the contract is to be executed by the Public Health Trust, by that body.

d. A bidder challenging or protesting the subcontractor or project goal must submit to the office or person to whom the bid is submitted, no later than the time of bid submission, written reasons for such challenge or protest. Challenges or protests to a BBE, and/or HBE, and/or WBE, as appropriate, subcontractor goal by bidders after the time of bid submission, or challenges based on reasons not previously provided in writing prior to bid submission, shall not be heard by the County Commission.

e. The Project Worksheet for establishing the stated subcontractor goal is included in the appendix of these Provisions.

f. Bidder Responsibilities for Subcontractor Goals:

i. Bidders must submit a completed Schedule of Participation (Form No. DBD 101) at the time of bid submission. The Schedule of Participation constitutes a written representation by the bidder that to the best of the bidders' knowledge the BBEs, and/or HBEs, and/or WBEs, as appropriately, listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. The Schedule of Participation is a commitment by the bidder that if awarded the contract, it will enter into subcontracts with the identified BBEs, and/or HBEs, and/or WBEs, as appropriate, for the scope of work at the percentage set forth in the Schedule of Participation.

ii. Bidders that are BBEs, and/or HBEs, and/or WBEs, as appropriate, and bidders that are joint ventures that are owned and controlled by one or more BBEs, and/or HBEs, and/or WBEs, as appropriate, may use their own forces to meet up to 50% of a specified goal.

iii. Bidders who fail to submit the Schedule of Participation shall be considered non-responsive. Bids that contain a defective Schedule of Participation are voidable. Examples of defects include but are not limited to: incomplete Schedules; the listing of an unidentifiable BBE, and/or HBE, and/or WBE, as appropriate, and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule.

iv. Expenditures to subcontracting BBEs, and/or HBEs, and/or WBEs, as appropriate, shall be counted toward meeting specified goals as follows:

(1) One hundred percent (100%) of the expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, that perform a commercially useful function in the supply of goods or services required for fulfillment of the contract;

(2) One hundred percent (100%) of the expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, that subcontract work further to non-BBEs, and/or non-HBEs, and/or non-WBEs, as appropriate, only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or the bidder or BBEs, and/or

HBEs, and/or WBEs, as appropriate, requests and receives prior to bid award an approval letter from DBD.

(3) One hundred percent (100%) of the expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, who are vendors, working as subcontractors, that perform actual work with their own forces;

(4) None of the expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, that acts essentially as a conduit to transfer funds to a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or BBE, and/or HBE, and/or WBE, as appropriate, requests and receives prior to bid award an approval letter.

v. Bidders agree to take all necessary and reasonable steps in accordance with these Provisions to ensure that BBEs, and/or HBEs, and/or WBEs, as appropriate, have the maximum opportunity to compete for and perform this contract. Bidders shall select portions of the work to be performed by BBEs, and/or HBEs, and/or WBEs, as appropriate, so as to increase the likelihood of meeting the subcontractor goal including, where appropriate, breaking down contracts into economically feasible units to facilitate BBE, and/or HBE, and/or WBE, as appropriate, participation.

vi. Bidders must submit Letters of Intent (Form No. DBD 102) to the person or office to whom the bid was submitted by 4:00 p.m. on the second business day following bid opening. Defective Letters of Intent are voidable. Examples of defects include but are not limited to improperly executed letters, the listing of an unidentifiable BBE, and/or HBE, and/or WBE, as appropriate, and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Intent. Expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, on a Schedule of Participation that are not confirmed by a Letter of Intent shall not count toward the goal.

vii. Bidders whose bid do not meet the specified goal, in order to remain eligible, must submit to the person or office to whom the bid was submitted by 4:00 p.m. on the second business day following bid submission evidence proving the lack of available BBEs, and/or HBEs, and/or WBEs, as appropriate, to afford effective competition to provide the goods or services to meet the subcontractor goal. To prove lack of availability, bidders must submit the following:

(1) Unavailability Certificates (Form No. DBD 103) either completed and signed by the BBEs, and/or HBEs, and/or WBEs, as appropriate, or completed and signed by the bidder explaining the contacts with the BBEs, and/or HBEs, and/or WBEs, as appropriate, statements or actions of the BBEs, and/or HBEs, and/or WBEs, as appropriate, showing unavailability, and the reason(s) why the BBEs, and/or HBEs, and/or WBEs, as appropriate, signature could not be obtained; and

(2) A listing of any bids received from BBEs, and/or HBEs, and/or WBEs, as appropriate, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid; and

(3) A statement of the bidder's contacts with DBD for assistance in determining available BBEs, and/or HBEs, and/or WBEs, as appropriate; and

(4) A statement showing compliance with paragraph D. 2. d.; and

(5) A complete description of the bidder's process for soliciting and evaluating bids from BBEs, and/or HBEs, and/or WBEs, as appropriate,

(6) Bidders may establish a BBE, and/or HBE, and/or WBE, as appropriate, as unavailable if the bidder provides evidence proving the BBEs, and/or HBEs, and/or WBEs, as appropriate, bid is not reasonably competitive with comparable bids of non-BBEs, and/or non-HBEs, and/or non-WBEs, as appropriate, for the same scope of work.

(7) Evidence of lack of availability may address only the period prior to bid submission.

viii. The bidder shall either meet the subcontractor goal or demonstrate lack of availability as a condition of being awarded this Contract.

3. Bid Preference

a. Eligibility. Bidders claiming a bid preference shall complete and submit with their bid a claim of bid preference. The Compliance Monitor shall determine whether the bidder qualifies for the bid preference for the specified contract. In the event that a bidder qualifies for a bid preference in more than one category for the specified contract, the bidder shall be awarded the largest preference. Only one preference shall be awarded per bidder per contract. Bid preferences shall be given to:

i. Bidders that are BBEs, and/or HBEs, and/or WBEs, as appropriate;

ii. Bidders that demonstrate significant utilization;

iii. Bidders that are joint ventures approved under Section III of Administrative Orders 3-3 and/or 3-17 and/or 3-18, as appropriate.

b. The bid price will depend on the method of award. Examples of award methods include, but are not limited to, price per item, per group or in the aggregate.

c. Bid preferences may only be applied to contracts where the estimated aggregate contract value exceeds \$25,000.

d. Preference Level. Bid documents for contracts with bid preferences shall state the following bid preferences which will be given to qualified bidders as appropriate:

Bid Price	BBEs HBEs WBEs	Significant Utilization of BBE, HBEs, WBEs	Joint Ventures BBEs=>51% HBEs=>51% WBEs=>51%	Joint Ventures BBEs=<51% HBEs=<51% WBEs=<51%
>0 <75,000	10.0%	7.50%	5.0%	3.75%
75,000 <125,000	5.0%	3.75%	2.50%	1.25%
125,000 <250,000	4.0%	3.00%	2.00%	1.00%
250,000 <500,000	3.0%	2.25%	1.50%	0.75%
500,000 <1,000,000	2.0%	1.50%	1.00%	0.50%
1,000,000 <2,000,000	1.0%	0.75%	0.50%	0.25%

On contracts greater than two million dollars (\$2,000,000), the bid preference shall only be calculated for the first two million dollars of the bid price. The bid preference shall be calculated and subtracted from the total bid price. This difference shall be used in evaluating the bid. The bid preference is used only to calculate an amount to be used in evaluating the bid and does not affect the contract price.

e. Demonstrating Significant Utilization

i. DBD shall prepare and make available on a monthly basis a list of BBEs, HBEs and WBEs that have valid certifications during the prior twenty-four (24) months.

ii. Bidders claiming a bid preference based on significant utilization shall demonstrate such significant utilization by submitting evidence including but not limited to the following:

(1) Bidder's total purchases of goods and services in the prior twenty-four months.

(2) Bidder's total purchases of goods and services in Miami-Dade County in the prior twenty-four months.

(3) Bidder's total purchases from BBEs, and/or HBEs, and/or WBEs, as appropriate, in the prior twenty-four months, identifying each BBE, and/or HBE, and/or WBE, as appropriate.

(4) Bidder's total purchases from BBEs, and/or HBEs, and/or WBEs, as appropriate in the prior twenty-four months, identifying each BBE, and/or HBE, and/or WBE, as appropriate, that was not pursuant to any governmental contract or Minority Business Enterprise Program requirement with which the bidder complied.

(5) Data showing lack of availability of BBEs, and/or HBEs, and/or WBEs, as appropriate.

(6) A description of the bidder's systematic efforts to eliminate discrimination against BBEs, and/or HBEs, and/or WBEs, as appropriate, in its purchasing operations.

iii. Based on its review of the evidence, DBD shall issue a letter stating the bidder has demonstrated significant utilization or the reasons why the bidder has failed to demonstrate significant utilization.

4. BBE, HBE and WBE Selection Factor

1. In bids that assign weights to evaluation or selection criteria, bid documents shall assign a weight of ten percent (10%) to the BBE, and/or HBE, and/or WBE selection factor, as appropriate. In bids that do not assign weights to evaluation or selection criteria, bid documents shall provide that among bidders evaluated to be otherwise substantially equal, the BBE, and/or HBE, and/or WBE selection factor, as appropriate, shall be the deciding factor for award of the bid.

2. A BBE, and/or HBE, and/or WBE selection factor may be applied to any request for proposals or similar invitations to bid that are not set-aside.

E. PRE-AWARD COMPLIANCE

1. Investigatory Meeting by Compliance Monitor

a. The Compliance Monitor shall review for compliance with these Provisions every contract to which a contract measure has been applied. If the Compliance Monitor has concerns regarding compliance with these Provisions, the Bidder shall upon at least three (3) days notice meet with the Compliance Monitor. The purpose of this investigatory meeting shall be for the Compliance Monitor to consider whether to recommend the Bidder's bid be determined to be in compliance or non-compliance with the requirements of these Provisions. The Compliance Monitor may consider relevant information from any person in making this decision. At the investigatory meeting the Bidder shall have an opportunity to present information and arguments pertinent to his compliance with the applicable requirements. The Compliance Monitor may require the Bidder to produce such information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever sources the Compliance Monitor deems appropriate.

b. No later than fifteen (15) business days after this investigatory meeting with the Bidder, the Compliance Monitor shall make a written recommendation to the Contracting Officer which shall include a statement of the facts and reasons upon which it is based. This recommendation shall also be forwarded to the Bidder.

2. Determination by MDC. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall notify the Bidder of an informal hearing regarding the bidder's compliance with these Provisions. Such notice shall indicate the date, time and place at which the Bidder will have an opportunity to present pertinent arguments and information to the Contracting Officer relating to the recommendation of non-compliance by the Compliance Monitor. The Bidder shall supply such further relevant information as required by the Contracting Officer.

3. The Contracting Officer in conjunction with the Compliance Monitor may also conduct informal hearings, to which the Bidder shall be invited, in which other parties invited by the Contracting Officer may offer information relevant to the issue of the Bidder's non-compliance.

4. The Contracting Officer shall in writing determine whether the bid of such Bidder complies with the requirements of these Provisions and whether to recommend to the County Manager that the Contract be awarded to the Bidder. A copy of such recommendation shall be sent to the Bidder. Such recommendation shall not affect the power of the Board of County Commissioners to reject the Bidder's bid for any other reason or to take such action on the recommendation of the Contracting Officer as the Board deems appropriate.

5. Consideration of Other Bids. If the Contracting Officer or Compliance Monitor deems it advisable in the interest of expediting the award of the contract, the procedures set forth in this subsection may be carried out with respect to the bids of one or more additional Bidders at the same or different time with each such proceeding to be separately conducted.

6. Failure of Bidder to Participate. The Bidder will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to these Provisions shall not be grounds for reconsideration of any action in the proceedings.

7. MDC shall not award this contract to any Bidder which it determines fails to comply with the applicable requirements of these Provisions. Nothing herein shall relieve any Bidder from any of the terms, conditions or requirements of the contract or modify MDC's rights as reserved in the Contract document.

F. PROMPT PAYMENT

1. It is the County's intent that BBEs and/or HBEs and/or WBEs providing goods or services to the County shall receive payments promptly in order to maintain sufficient cash flow.
2. The successful bidder on a contract with goals shall promptly review billings from BBEs, and/or HBEs, and/or WBEs, as appropriate, listed on the Schedule of Participation. On those amounts not in dispute, the successful bidder must make payment within thirty (30) days of its receipt of billing.

G. POST-AWARD COMPLIANCE AND MONITORING

1. Approval of Subcontracts. The Successful Bidder shall submit to the Contract Officer, for approval, subcontracts corresponding in all respects to the proposed agreements listed on the Successful Bidder's Schedule of Participation or Set-Aside List of Subcontractors, unless a deviation is approved under paragraph G.4. below. The Successful bidder shall enter into each subcontract and shall thereafter neither terminate any such subcontract nor reduce the scope of the work to be performed by or decrease the price to be paid to the BBEs, and/or HBEs, and/or WBEs, as appropriate, thereunder without in each instance the prior written approval of the Compliance Monitor. The Contracting Officer shall not give a final written determination without a recommendation from the Compliance Monitor.
2. Access to Records. Successful bidders and BBEs, and/or HBEs, and/or WBEs, as appropriate, shall permit the County to have access during normal business hours to books and records relating to the bidder's compliance with the contract measures applied to the contract or relating to BBE, and/or HBE, and/or WBE, as appropriate, compliance with certification requirements. Such books and records include but are limited to corporate documents, charters, organizational filings, tax filings, registrations, licenses, stock registrations, partnership agreements, contracts, subcontracts, joint venture agreements, checking accounts, journals, ledgers, correspondence, and documents and records between the bidder or the BBE, and/or HBE, and/or WBE, as appropriate, and other entities. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of BBE, and/or HBE, and/or WBE, as appropriate, certification.
3. Monthly Reporting. The successful bidder on a project with a contract measure shall submit monthly a Utilization Report (Form No. M-200) to the Contracting Officer on or before the tenth working day following the end of the month the report covers. A standard reporting form is included in these Provisions. Additional forms may be obtained from the Compliance Monitor. Failure to comply with the reporting requirements may result in the imposition of either or both contractual sanctions or administrative penalties by the County at its option.
4. Deviations from the Schedule of Participation or Set-Aside List of Subcontractors.
 - a. In the event that during the performance of a contract a BBE, and/or HBE, and/or WBE, as appropriate, is not able to provide the goods or services specified on the Schedule of Participation, the successful bidder must locate a BBE, and/or HBE, and/or WBE, as appropriate, to substitute for the unavailable BBE, and/or HBE, and/or WBE, as appropriate, unless the bidder can prove lack of an available BBE, and/or HBE, and/or WBE, as appropriate, to provide the goods or services to be provided by the prior BBE, and/or HBE, and/or WBE, as appropriate. The successful bidder must receive approval from the Contracting Officer, revise the Schedule of Participation to include the substitute BBE, and/or HBE, and/or WBE, as appropriate, and obtain a Letter of Intent from the substitute BBE, and/or HBE, and/or WBE, as appropriate. A successful bidder that cannot secure a substitute BBE, and/or HBE,

and/or WBE, as appropriate, must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all BBEs, and/or HBEs, and/or WBEs, as appropriate, contacted, and the date of the contact for each BBE, and/or HBE, and/or WBE, as appropriate.

b. The Compliance Monitor shall be responsible for monitoring the performance of the successful bidder regarding compliance with contract measures applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of BBEs, and/or HBEs, and/or WBEs, as appropriate, from that described on the Schedule of Participation or Set-Aside List of Subcontractors and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the goal stated in the contract that shall be monitored include but are not limited to:

- i. Termination of a BBE, and/or HBE, and/or WBE, as appropriate, subcontract;
- ii. Reduction in the scope of work to be performed by a BBE, and/or HBE, and/or WBE, as appropriate;
- iii. Modifications to the terms of payment or price to be paid to BBEs, and/or HBEs, and/or WBEs, as appropriate;
- iv. Failure to enter into a contract with BBEs, and/or HBEs, and/or WBEs, as appropriate.

c. Excuse from Entering Subcontracts. If prior to execution of a subcontract required by these Provisions, the Successful Bidder submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his control of which he was not aware and could not reasonably have been aware until subsequent to the date of the award of the Contract, a BBE, and/or HBE, and/or WBE, as appropriate, who is to enter into such subcontract has unreasonably refused to execute the subcontract, or is not available, the Successful Bidder shall be excused from executing such subcontract. The procedures of paragraphs G.4.f. and g. below apply to this paragraph.

d. Termination of Subcontracts. If, after execution of a subcontract, required by these Provisions, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his control of which he was not aware and could not reasonably have been aware until subsequent to the date of execution of such subcontract, a BBE, and/or HBE, and/or WBE, as appropriate, who entered into such subcontract has committed a material breach of the subcontract, the successful Bidder shall be entitled to exercise such rights as may be available to him to terminate the subcontract. The procedures of paragraphs f. and g. below apply to this paragraph.

e. MDC's Determination of Bidder's Excuse or Termination. If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs the Contracting Officer, as soon as practicable, shall determine whether the Successful Bidder had made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraphs f. and g. below apply to this paragraph.

f. Alternative Subcontracts. If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under these Provisions and without such subcontract the Successful

Bidder will not achieve the level of BBE, and/or HBE, and/or WBE, as appropriate, participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another available BBE, and/or HBE, and/or WBE, as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid thereunder. The Bidder must submit a revised Schedule of Participation or Set-Aside List of Subcontractors and Letter of Intent to include the substitute BBE, and/or HBE, and/or WBE, as appropriate. A successful bidder that cannot secure a substitute BBE, and/or HBE, and/or WBE, as appropriate, must provide a written statement of the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, telephone numbers, and the date of contact for each BBE, and/or HBE, and/or WBE, as appropriate. The procedures of paragraphs g. and h. below apply to this paragraph.

g. The Compliance Monitor shall promptly meet with the Successful Bidder and provide him with an opportunity to demonstrate compliance with these requirements. The Compliance Monitor shall, within a reasonable time, recommend to the Contracting Officer whether the Successful Bidder should be determined to be in compliance with these requirements. The Compliance Monitor may require the Successful Bidder to produce such information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever sources the Compliance Monitor deems appropriate. The Compliance Monitor shall make his recommendation under this paragraph to the Contracting Officer and forward a copy to the Bidder.

h. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five calendar days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, at his or her discretion may reply to the Successful Bidder's written objection within 10 days of receipt of these objections. The Contracting Officer's determination upon consideration of the Successful Bidder's written objection shall be final and binding without right of appeal.

H. SANCTIONS FOR CONTRACTUAL VIOLATIONS

If at any time, the Successful Bidder is in violation of his obligations under these Provisions, MDC notwithstanding any other penalties and sanctions provided by law may impose one or more of the following:

1. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
2. Work stoppage;
3. Termination, suspension, or cancellation of the contract in whole or part.

I. DEBARMENT

The County may debar a BBE, and/or HBE, and/or WBE, as appropriate, or a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, for violation of, or non-compliance with, the provisions of Ordinances 94-96, and/or 94-95, and/or 94-94, Administrative Order 3-3, 3-17, 3-18 or these bid documents.

1. Violations that may result in debarment include but are not limited to:

a. Falsifying or wrongfully withholding information in the certification, bidding or reporting processes for BBEs, and/or HBEs, and/or WBEs, as appropriate.

b. Failing to perform a commercially useful function, or subcontracting to a BBE, and/or HBE, and/or WBE, as appropriate, by a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, that knew or should have known the BBE, and/or HBE, and/or WBE, as appropriate, could not perform a commercially useful function. When determining whether the BBE, and/or HBE, and/or WBE, as appropriate, performs a commercially useful function, DBD shall consider factors such as but not limited to:

i. Whether actual work is performed by the BBE, and/or HBE, and/or WBE, as appropriate. Actual work includes drop shipping when the BBE, and/or HBE, and/or WBE, as appropriate, has actual and legal responsibility for billing and performance of the contract. Brokering is considered to be actual work when it is consistent with normal industry practice.

ii. Whether further subcontracting by the BBE, and/or HBE, and/or WBE, as appropriate, is consistent with normal industry practice;

iii. Whether the BBE, and/or HBE, and/or WBE, as appropriate, subcontractor is a prime contractor.

iv. Whether the BBE, and/or HBE, and/or WBE, as appropriate, subcontractor has entered into bonding agreements that shift to another the expenses, risks, or responsibilities of the work for the purpose of meeting bonding requirements.

2. Debarment procedures shall comply with Section 10-38 of the Code of Miami-Dade County.

J. APPENDICES

1. Forms

- a. Schedule of Participation - DBD 101
- b. Letter of Intent DBD 102
- c. Certificate of Unavailability - DBD 103
- d. Set-Aside List of Subcontractors - DBD 104
- e. Bid Preference - DBD 105
- f. Significant Utilization - DBD 106
- g. Monthly Utilization Report - M-200

2. Project Worksheet

3. Certification List

Name of Prime Contractor _____
Project No. _____

This form should be completed by all BBE, and/or HBE and/or WBE subcontractors listed in the bid submittal at the time of bid submittal. The portion of the work to be performed by the BBE and/or HBE and/or WBE member of a joint venture is to be set forth in detail separately from the work to be performed by the non-BBE and/or non-HBE and/or non-WBE member of the joint venture.

[illegible]

BBE	
HBE	
WBE	

Date

DBD 101

Bidders must submit Letters of Intent to the person or office to whom the bid was submitted by 4:00 p.m. on the second business day following bid opening. Expenditures listed on a Schedule of Participation that are not confirmed by a properly executed Letter of Intent shall not count toward the goal.

CONTRACT NO.: _____

The undersigned holds DBD Certification No. _____, expiring on _____
Federal Employer Identification No. _____

The undersigned intends to perform the following work in connection with the above contract:

Item No.	Scope – Description of Work Items	% of Bid
Total		

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, the ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Date

BBE _____
HBE _____
WBE _____

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I, _____, _____
Name Title
of _____ certify that on _____
Firm Name Date
I contacted the _____
BBE, HBE or WBE
to obtain a bid for work items to be performed on Miami-Dade County Contract No. _____

[illegible]

Signature

Print Name

Title

I, _____ was offered the above opportunity to bid.

BBE, HBE or WBE

I was unavailable to perform the above work at the above-specified time due to:

I am aware that Miami-Dade County Administrative Orders provide that: “Any BBE and/or HBE and/or WBE that fails to bid at a minimum the lesser of three (3) or fifty percent (50%) of the available projects, in its primary certified trade, commodity or service area, during the certification year may be decertified or denied recertification.

Signature	DBD Certification Number
Print Name	Expiration Date
Title	

DBD 103

**BLACK, HISPANIC AND WOMEN BUSINESS ENTERPRISE PROGRAM
SET-ASIDE LIST OF SUBCONTRACTORS**

DBD reserves the right to require bidders at bid submission or thereafter to fill out this form. The portion of the work to be performed by the BBE, HBE or WBE member of a joint venture is to be set forth in detail separately from the work to be performed by the non-BBE, non-HBE and/or non-WBE member. Bidder shall identify the work to be provided by the bidder's own forces.

Name of Bidder _____ **Project Number** _____

Location _____

[illegible]

To be completed by the Bidder

I certify that the representations contained in this Set-Aside List of Subcontractors are to the best of my knowledge true and accurate.

Signature	Date	Telephone

Print Name	Title

DBD 104

BLACK, HISPANIC AND WOMEN BUSINESS ENTERPRISE PROGRAM BID PREFERENCE

Bidder's Name: _____

DBD Certification Number, if any: _____

Certification Expiration Date: _____

Dollar Range of Bid	Check Appropriate Box			
	Bidder is a Certified BBE _____ HBE _____ WBE _____	Bidder Claims Significant Utilization of: BBEs _____ HBEs _____ WBEs _____	Bidder is a Joint Venture * BBE = >51% _____ HBE = >51% _____ WBE = >51% _____	Bidder is a Joint Venture * BBE = <51% _____ HBE = <51% _____ WBE = <51% _____
>0 <\$75,000	10.0%	7.50%	5.0%	3.75%
75,000<125,000	5.0%	3.75%	2.50%	1.25%
125,000<250,000	4.0%	3.00%	2.00%	1.00%
250,000<500,000	3.0%	2.25%	1.50%	0.75%
500,000<1,000,000	2.0%	1.50%	1.00%	0.50%
1,000,000<2000000	1.0%	0.75%	0.50%	0.25%

If bidder is claiming Significant Utilization attach DBD Form 106.

*All joint ventures must be approved by DBD prior to bid submission.

SIGNIFICANT UTILIZATION
OF BLACK and/or HISPANIC and/or WOMEN BUSINESS ENTERPRISES

Check Applicable: BBE _____ HBE _____ WBE _____

Contract Title: _____

Contract No.: _____

Date: _____

Purchases from subject firms not pursuant to any governmental race, gender or ethnic-conscious contract measures.

Purchases – Prior 24 Months

BBE and/or HBE and/or WBE	Services Provided	Amount Expended	Contract Amount	Mo./Yr.

Totals

Bidder's total purchases of goods and services in prior 24 months

Bidder's total purchases of goods and services in Miami-Dade County in the prior 24 months

\$	\$
	\$
	\$
	\$

Describe your systematic efforts to eliminate discrimination against BBEs and/or HBEs and/or WBEs in your purchasing operations.

Note: Bidders may submit additional evidence in any reasonable manner that they believe demonstrates significant utilization.

I certify that the representations above are to the best of my knowledge true and accurate.

Authorized Signature of Bidder

Title

Print Name

Company

Telephone

Date

BLACK, HISPANIC AND WOMEN BUSINESS ENTERPRISE PROGRAM
MONTHLY UTILIZATION REPORT

Successful bidders on projects with subcontractor goals must file this report. Failure to comply may result in Miami-Dade County commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of contract, and the denial to participate in any future contracts awarded by Miami-Dade County.

Reporting Period: From _____ To _____
BBE Subcontractor Goal ____% **HBE Subcontractor Goal** ____% **WBE Subcontractor Goal** ____%

Bidders Name and Address and Federal Employer Identification Number	Date of Pre-Bid Conference	Date of Bid Opening	Bid Amount	Change Order Amount	Goal Submitted	Date of Award	Scheduled Completion Date	Percent Contract Completed

Amount Requisitioned this Period \$ _____

Amount Requisitioned for BBE Subcontractors this Period \$ _____

Total Amount Requisitioned to Date \$ _____

Total Amount Requisitioned for BBE Subcontractors to date \$ _____

Total Amount Received by Prime to Date \$ _____

Amount Requisitioned for HBE Subcontractors this Period \$ _____

Total Amount Requisitioned for HBE Subcontractors to date \$ _____

Amount Requisitioned for WBE Subcontractors this Period \$ _____

Total Amount Requisitioned for WBE Subcontractors to date \$ _____

Check Appropriate Box BBE HBE WBE			Contract Amount	Name of Subcontractor	Description of Work	Amount Requested this Requisition	Amount Paid to Sub to Date	Starting Date	Scheduled Completion Date

Authorized Signature _____

Company _____ Date _____

Title _____ Telephone _____

Page _____ of _____